



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept. CLB	A	Contract Number
County Department County Library		Dept. SAP		Orgn. CLB	Contractor's License No.
County Department Contract Representative Rick Erickson,		Telephone 909-387-5725		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: JOINT-USE AGREEMENT					
If not encumbered or revenue contract type, provide reason: _____					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. Amount
Project Name Carter High School Joint- Use Agreement		Estimated Payment Total by Fiscal Year			
		FY 04/05	Amount	I/D	FY Amount I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Rialto Unified School District hereinafter called DISTRICT
Address 182 East Walnut
Rialto, CA 92376-3598
Telephone (909) 820-7700 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

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Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**JOINT USE AGREEMENT BETWEEN
THE RIALTO UNIFIED SCHOOL DISTRICT
AND THE COUNTY OF SAN BERNARDINO**

1. Parties

This Agreement is made and entered into this 23rd day of November, 2004, by and between the Rialto Unified School DISTRICT (“DISTRICT”) and the COUNTY of San Bernardino (“COUNTY”).

2. Recitals

WHEREAS, the DISTRICT is a unified school district organized and operating under Education Code section 35000 et seq., in the County of San Bernardino, California; and

WHEREAS, the COUNTY is a political subdivision of the state duly organized and operating under the laws of the State of California; and

WHEREAS, pursuant to Education Code section 17050 et seq., the DISTRICT is authorized to enter into an agreement with the COUNTY to operate a joint-use library facility at a school site owned by the DISTRICT; and

WHEREAS, the DISTRICT has constructed Wilmer Amina Carter High School (“Carter High School”) that includes a multi-media resource center located at 2630 North Linden, Rialto, California; and

WHEREAS the COUNTY has determined a need for a library facility in the geographic location of Carter High School; and

WHEREAS, the desired library facilities of the DISTRICT and the COUNTY can be combined in a jointly operated facility located at Carter High School, to be used by both students and the general public; and

WHEREAS, a jointly operated library facility would enhance the services and facilities which could be offered by either the DISTRICT or the COUNTY individually; and

WHEREAS, a jointly operated library facility will result in both economic and operational benefits to both the DISTRICT and the COUNTY; and

WHEREAS, the DISTRICT and the COUNTY now seek to define the responsibilities and rights of the parties concerning the joint use of the DISTRICT’s facilities;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

3. Definitions

3.1 DISTRICT Facilities. The DISTRICT-owned buildings, parking lots and service roads located at Carter High School, 2630 North Linden, Rialto, California 92377.

3.2 Library Facility. The portion of the DISTRICT's Facilities dedicated to library services, including reading areas, book collections, offices, associated storage, and delivery areas. A diagrammatic depiction of the Library Facility is attached hereto as Exhibit A.

3.3 Ancillary Facilities. Those rooms, offices, work areas, rest rooms and other areas that are provided by DISTRICT for use in conjunction with the Library Facility.

3.4 Sponsored Group. One or more persons who have been granted written permission by the DISTRICT to use and/or conduct an activity at the Library Facility.

3.5 Operations Manual. Outline of the standards for operation of the Library Facility, consistent with the operations of all other COUNTY library facilities, including hours of operation, materials selection and circulation policies and staffing responsibilities. It shall include standard COUNTY library policies and practices as well as mutually agreed-upon provisions specific to Carter High School, including staff training and scheduling.

3.6 Contract Administration. The Superintendent of the Rialto Unified School DISTRICT and the San Bernardino COUNTY Library Director.

3.7 Term. The term of the Agreement shall be for three years, with annual review and analysis of costs, commencing on the 23rd day of November, 2004, and continuing until June 30, 2008. Thereafter, the Agreement shall be automatically renewed for one-year periods, July 1 to June 30 of each successive year. This Agreement may be terminated by either party upon giving ninety (90) calendar days notice. In the event of termination, all materials, supplies, furniture and equipment purchased by the COUNTY shall be removed from the Library Facility.

4. Obligatory Provisions

4.1 Grant of License to Use. Upon the terms and conditions herein specified, and subject to the exceptions herein permitted, and upon condition that the COUNTY complies with all of the terms, conditions and covenants contained herein, the DISTRICT hereby grants to the COUNTY a license for the COUNTY and its library patrons to enter upon, occupy, use and operate said Library Facility for the Term specified herein. This license includes the right of the COUNTY to place or permanently erect equipment for conducting library service, including special event activities, subject to written approval of the DISTRICT. Such equipment shall be subject to removal at the request of the DISTRICT. All equipment will be erected or installed in accordance with any requirements or regulations applicable to school districts.

4.2. Access Security. Access to the County Library servers and SIRSI automated circulation system shall be the only applications made available to the DISTRICT through the connection to the COUNTY's Wide Area Network (WAN). Any attempt to access unauthorized applications through the WAN by the DISTRICT may result in termination of this Agreement.

5. COUNTY Responsibilities

5.1 Circulation System. The COUNTY shall provide access to its automated circulation system, SIRSI, for all bibliographic control and materials circulation functions. The COUNTY shall be solely responsible for maintaining this system.

5.2 Operations. The COUNTY shall have the primary responsibility for daily operations of the Library Facility during the community public library hours, including staffing for public service hours and the automated circulation system. The COUNTY shall provide daily delivery services between Carter High School and the county library branches. Specific provisions for such operations are set forth in the Operations Manual.

5.3 Furnishings. The COUNTY shall provide specialized moveable furniture, including, but not limited to, children's tables and chairs, paperback and video racks and supplemental shelving. The COUNTY shall also provide interior signage for the Library Facility.

5.4 Equipment and Supplies. The COUNTY shall provide equipment and supplies equivalent to that provided other county library branches of similar size, including fax machine, photocopier, book drop, office equipment, etc. The COUNTY shall be solely responsible for maintenance of its electronic equipment. The COUNTY shall also provide its own telephone and fax lines. The COUNTY shall be solely responsible for the purchase and maintenance of all circulation desk and public library computers.

5.5 Library Materials. The COUNTY shall provide and maintain a materials collection equivalent to that provided to other county library branches of similar size. The responsibility for selecting library materials will be a collaborative effort of the DISTRICT's Library Media Teacher and Director of Instructional Materials with COUNTY Collection Development staff. The COUNTY will provide DISTRICT staff training and assistance in entering DISTRICT materials into the COUNTY's automated circulation system. The COUNTY will make available to the DISTRICT the option of having DISTRICT's materials processed by COUNTY staff. All DISTRICT owned materials shall be so marked, given a distinct code in the COUNTY's automated system and shall remain the property of the DISTRICT. COUNTY owned materials will remain the property of the COUNTY. Computer generated status reports regarding DISTRICT materials will be provided by the COUNTY at the request of the High School Principal or Library Media teacher. In the event this Agreement is terminated, the COUNTY will provide electronic records of the DISTRICT's materials inventory.

5.6 Reasonable Care. COUNTY agrees to exercise care in its use of DISTRICT's Library Facilities and Ancillary Facilities, and agrees to reimburse DISTRICT for any damage to the DISTRICT's facilities caused or made necessary by reason of the negligence or intentional acts of COUNTY or arising from COUNTY's use of the DISTRICT's facilities, including damage which is the result of the willful misconduct of library patrons. Damages occasioned by fire, acts of God, gross calamity, intentional acts of DISTRICT students or other damages for which DISTRICT is insured are excepted. COUNTY shall promptly report to DISTRICT any defects found in the premises.

5.7 Campaigning. The COUNTY shall not use and shall not permit the use of the Library Facility for campaigning or otherwise working for the nomination or election of any individual to any public office, partisan or nonpartisan, or for any ballot measure, including any initiative, referendum or advisory vote, except with the advance written permission of the DISTRICT.

5.8 Church Services. The COUNTY shall not use and shall not permit the use of the Library Facility for church or religious services.

5.9 Alcohol and Drugs. The COUNTY shall not allow alcohol or illegal drugs to be sold, used or consumed in the Library Facility. The COUNTY shall not permit or allow any portion of the Library Facility to be rented or utilized by any Sponsored Group that intends to provide or permit alcoholic beverages at an event or meeting.

5.10 Fingerprint Check and Mandated Reporting. The COUNTY shall ensure that all COUNTY staff and volunteers at the Library Facility shall have been fingerprinted and meet State requirements for California public schools. Any staff member providing information inconsistent with the fingerprint check shall be subject to immediate transfer from the Library Facility. The COUNTY staff shall be expected to comply with the mandated reporting guidelines as is required by all DISTRICT staff. COUNTY staff shall be trained by COUNTY prior to placement at the Library facility regarding mandated reporting guidelines and obligations. In addition to the foregoing, the DISTRICT shall have the right to request that any of the COUNTY staff or its volunteers be permanently removed from the Library Facility.

5.11 Tuberculosis Test. COUNTY staff assigned to the Library Facility shall comply with the DISTRICT's requirements for tuberculosis testing prior to their assignment at the Library Facility.

5.12 Authority. The County Librarian, the District Superintendent and the Director of Instructional Materials shall make the final decisions regarding matters pertaining to the operation of the Library Facilities.

6. DISTRICT Responsibilities

6.1 Parking. The DISTRICT will provide free on-site parking for COUNTY staff and library patrons.

6.2 Right to Impose Restrictions. The DISTRICT retains the right to impose restrictions on outside groups and shall not allow the library Facility to be used in any manner which would create a public or private nuisance or which would violate any laws or regulations to which the DISTRICT is subject. The COUNTY's policy on use of meeting rooms is included in the Operations Manual. COUNTY sponsored use of Ancillary Facilities shall be granted solely at the discretion of the DISTRICT and any such use shall be subject to all DISTRICT and COUNTY requirements

6.3 Equipment and Facilities. The DISTRICT shall provide the Library Facility, including reading and collection areas, staff offices and work areas, and restroom facilities. Equipment will include an intrusion alarm, intercom system, cabling for required data systems, personal computers and shelving and furniture not provided by the COUNTY. The DISTRICT shall be responsible for the purchase and maintenance of DISTRICT's computers. The DISTRICT shall provide telephone lines and instruments for the DISTRICT's use. The DISTRICT shall provide exterior signage for the Library Facility, and shall permit the COUNTY to erect its own sign in a visible location. The COUNTY's signage shall be subject to prior approval of the DISTRICT.

6.4 Library Materials. The DISTRICT shall provide all curriculum-related materials not included in the COUNTY's public library collection. All DISTRICT-purchased materials shall remain the sole property of the DISTRICT.

6.5 Library Policies. The DISTRICT agrees to abide by COUNTY policies relating to library operations during public library hours of operation, including patron registration, circulation

of materials and patron access, as outlines in the Operations Manual and County Branch Manual, the operation of public schools and public school facilities.

6.6 Operation Expense, Maintenance and Repair. Except as otherwise specifically required herein, the DISTRICT agrees to operate, maintain and repair the Library Facility as it exists upon completion of construction. The DISTRICT shall also provide utilities, custodial and maintenance services for the Library Facility. The COUNTY shall not be charged for these services during the first year of operations. At the end of the first year, the DISTRICT shall determine any costs for these services attributable to Library operations and DISTRICT and COUNTY shall negotiate the sharing of such costs.

6.7 Security. The DISTRICT agrees to provide site security for the Library Facility between the hours of 8:30 a.m. and 3:30 p.m. After 3:30 p.m., the DISTRICT's security patrol shall be available to respond to security problems involving DISTRICT students. Any other security problems, which arise during the COUNTY Public Library hours, shall be referred to the Rialto Police Department by COUNTY library staff.

6.8 Facility Access. The DISTRICT shall provide keys to the Library facility as set forth on the Operations Manual.

6.9 Authority. The DISTRICT's Superintendent and the Carter High School Principal shall make the final decisions regarding matters pertaining to facility maintenance, security, premises safety and student conduct.

7. Joint Responsibilities

7.1 Ownership. Each Party shall own any and all property it purchases pursuant to the terms of this Agreement. Upon termination of this Agreement, each party shall be entitled to the exclusive possession and control of its property. The COUNTY agrees to repair any damage caused to the Library Facility by the removal of COUNTY property. Property acquired through grants shall remain the property of the grantee.

7.2 Sponsored Groups. The DISTRICT shall allow COUNTY or Sponsored Groups to use the Ancillary Facilities in accordance with the DISTRICT's policies regarding use of school facilities. Any fees and insurance requirements for such use shall be determined in accordance with the DISTRICT "Civic Center" policy governing such use. All Sponsored groups applying to the COUNTY for such use must meet the COUNTY's meeting room and insurance requirements in addition to receiving a DISTRICT Facilities Use Permit and meeting all DISTRICT requirements governing such use.

7.3 Indemnification. COUNTY agrees to indemnify, defend (with counsel approved by DISTRICT) and hold harmless the DISTRICT, its officers, agents, employees and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the COUNTY's negligent or intentional acts or omissions which arise from the COUNTY's performance of its obligation under this Agreement.

DISTRICT agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, agents, employees and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the DISTRICT's negligent or intentional acts or omissions which arise from the DISTRICT's performance of its obligation under this Agreement.

In the event that COUNTY and/or DISTRICT are to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or DISTRICT shall indemnify the other to the extent of their respective comparative fault.

In the event that COUNTY or DISTRICT attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the COUNTY and DISTRICT agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

7.4 Insurance. Without in anyway affecting the indemnity obligations contained in Paragraph 7.3, the DISTRICT and COUNTY agree to secure and maintain throughout the term of this Agreement the following types of insurance with limits as set forth below:

7.4.1 Workers' Compensation. A program of Workers' Compensation insurance in an amount and form so as to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand Dollars (\$250,000) limits, covering all persons providing services on behalf of DISTRICT, and all such risks to such persons under this Agreement.

7.4.2 Comprehensive General and Automobile Liability Insurance. This coverage shall include coverage for automobile liability for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000).

7.4.3 Additional Named Insured. All applicable insurance policies, except Workers' Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the other party and its officers, agents, employees and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

7.4.4 Waiver of Subrogation Rights. DISTRICT and COUNTY shall require carriers of the above-required coverages to waive all rights of subrogation against the other party, its officers, agents, employees and volunteers.

7.4.5 Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT or the COUNTY.

7.4.6 Proof of Coverage. DISTRICT and COUNTY shall furnish certificates of insurance to each other evidencing the insurance coverage, including any endorsements, prior to the commencement of the performances of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the other party. DISTRICT and COUNTY shall maintain such insurance from the time that performance of services commences hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the DISTRICT and COUNTY shall furnish each other certified copies of all applicable policies and endorsements.

7.4.7 Insurance Review. The insurance requirements set forth above are subject to periodic review by DISTRICT and COUNTY. The DISTRICT's and COUNTY's

Risk Manager is authorized, but not required, to reduce or waive any of the insurance requirements set forth above whenever the DISTRICT's or the COUNTY's Risk Manager determines that the policy of insurance is not available, is unreasonably priced or is not needed to protect the interests of the COUNTY.

7.4.8 Increase in Policy Limits. The policy limits and types of insurance set forth above may be increased or modified by mutual written Agreement of the DISTRICT and the COUNTY.

7.4.9 Self Insurance. The insurance requirements set forth above may be satisfied by an approved program of self-insurance in such amounts as to satisfy the minimum coverages and policy limits set forth above.

7.4.10 COUNTY Self-Insured. As of the effective date of this Agreement, the COUNTY of San Bernardino is a self-insured public entity. COUNTY agrees to immediately inform DISTRICT if it ceases its program of self-insurance. COUNTY further agrees to secure insurance as required above prior to cessation of its self-insurance program.

7.5 Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either DISTRICT or COUNTY must be in writing signed by the waiving party. Delay or failure to exercise a remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.

7.6 Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.

7.7 Notices. Whenever notice is required, it shall be given in writing and delivered personally, or delivered by certified mail, return receipt requested, to the other party at the address below, or at such other address as may be designated in writing by either party:

DISTRICT: Edna Herring
 Superintendent
 Rialto Unified School District
 182 E. Walnut Avenue
 Rialto, CA 92376

COUNTY: Ed Kieczykowski
 COUNTY Librarian
 San Bernardino County Library
 104 W. 4th Street
 San Bernardino, CA 92415

7.7 Cooperation. The parties hereto agree to cooperate in effectuating the purpose of this Agreement.

7.8 Assignment. Neither Party shall sell, assign, or sublease its rights under this agreement without the prior written consent of the other Party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.

7.9 Minor Defaults. Defaults caused by failure to clean, repair, secure, etc., are deemed minor and will be handled by DISTRICT officials for defaults affecting the Facilities.

7.10 Choice of Law. This Agreement shall be governed by and construed under California law. The laws of California shall prevail to the extent that there is any conflict between this Agreement and any California law.

7.11 Entire Agreement. This Agreement is fully integrated. DISTRICT and COUNTY intend this Agreement to be the final expression of their understanding with respect to the subject matter and as a complete and exclusive statement of the terms and conditions. This Agreement shall supersede all oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement. This Agreement may be amended as the DISTRICT and COUNTY mutually agree in writing. Any such amendment must be signed and approved by authorized representatives of the DISTRICT and COUNTY.

THIS JOINT USE AGREEMENT is executed by the duly authorized representatives of DISTRICT and COUNTY as of the date first herein above written. This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between parties and supersedes all prior negotiations, discussions and preliminary understanding. This Agreement may be amended as the COUNTY and DISTRICT mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY and DISTRICT.

COUNTY OF SAN BERNARDINO

RIALTO UNIFIED SCHOOL DISTRICT

► _____
Chairman, Board of Supervisors

► _____
Asst. Superintendent, Business Service

Dated _____

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Address _____

Clerk of the Board of Supervisors of the COUNTY of San Bernardino.

By _____
Deputy

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

► _____
County Counsel

► _____

► _____
Department Head

Date _____

Date _____

Date _____